

FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("First Amendment") is made as of the first date of execution of this First Amendment as set forth on the signature page ("Agreement Date"), by and between **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government, acting by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT**, with an office located at 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 ("Seller"), and **SEED CAPITAL KENTUCKY, INC.**, a Kentucky non-profit corporation with its principal address located at 200 York Street, Louisville, Kentucky 40203 ("Buyer").

RECITALS:

WHEREAS, Seller and Buyer entered into an Option Agreement dated September 15, 2014, in recognition of Seller's and Buyer's shared goals for the development of the West Louisville FoodPort, as described in the Option Agreement ("Project") on property described in the Option Agreement ("Property"), and said Option Agreement will terminate on December 31, 2015 unless Seller and Buyer agree to amend it in writing; and,

WHEREAS, Seller and Buyer agree that the Option Agreement should be extended to allow Buyer additional time to complete certain actions required for the development of the Project; and,

WHEREAS, Seller and Buyer further agree that the Option Agreement shall be amended by this First Amendment in various other respects enumerated below to effectuate the development of the Project and address unanticipated changes to the Project;

NOW, THEREFORE, in consideration of Seller's and Buyer's shared goals for the development of the Project, the mutual promises, covenants and agreements hereinafter set forth and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT:

1. That Buyer's option to purchase the Property shall be extended to April 1, 2016.
2. That Section (b)(ii)(1) of Paragraph 4 of the Option Agreement, which contains references to Nature's Methane, LLC, shall be stricken in its entirety.

3. That Section (a) of Paragraph 14 of the Option Agreement shall be amended to state "Sell, grant, convey, mortgage, encumber or dispose of all or any portion of the Property without the written consent of Buyer."
4. That Section (a)(i) of Paragraph 16 of the Option Agreement shall be revised to state "A special warranty deed (the "Deed"), conveying an unencumbered, good, marketable, fee simple title to the Property to Buyer, without any exceptions, except for the Permitted Exceptions, and a right of reverter to trigger a re-conveyance of the Property to Seller in the event Buyer does not complete construction of the Project according to the schedule contained in the Development Agreement as it may be amended in writing by the agreement of the Seller and Buyer."
5. That capitalized terms used in this First Amendment, not defined herein, shall have the same meanings as used in the Agreement.
6. That the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Seller and the Buyer have executed this Option Agreement.

SELLER:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

Dated: 12/10/16

By: 
Greg Fischer, Mayor

BUYER:

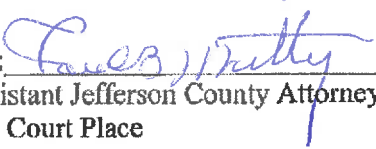
SEED CAPITAL KENTUCKY, INC.

Dated: 12/10/15

By: 

Title: Project director

Approved as to form:
Michael J. O'Connell
Jefferson County Attorney

BY: 
Assistant Jefferson County Attorney
531 Court Place
Suite 900
Louisville, KY 40202
(502) 574-3348